

**CITY OF NEWTON
PURCHASING DEPARTMENT**

CONTRACT FOR PUBLIC WORKS

**PROJECT MANUAL:
“2009 – 2010”
SNOW PLOWING AND HAULING SERVICES
*INVITATION FOR BID# 10-12***

SEPTEMBER 2009

David B. Cohen, Mayor

CITY OF NEWTON
NOTICE TO CONTRACTORS
SNOW PLOWING AND HAULING SERVICES BID# 10-12

The Purchasing Department publicly advertised on September 10, 2009 for the Rental of Trucks and Equipment for snow plowing, snow removal, and other related work for the "2009-2010" Winter Season.

Contract Documents will be available online at www.ci.newton.ma.us/bids, or pickup at the **Purchasing Department after 10:00 AM., September 10, 2009.** There will be no charge for contract documents.

Enclosed, please find the following forms:

1. One (1) copy of Contract Specifications.
2. One (1) copy of 2009-2010 Snow Plowing and Snow Hauling Rates.
3. Two (2) copies of Equipment Rental Form.
4. One (1) copy of Indemnification and Affidavit of Ownership form.
5. One (1) copy of Tax Attestation and Collusion form.

Please list the equipment offered for rental on the enclosed equipment rental form, fill in all information requested and return it no later than 2 weeks from pickup. In addition please provide Indemnification Agreement and Affidavit of Ownership Form; Tax Attestation and Collusion Form; and Certificate of Insurance covering all vehicles listed.

Certificate of Insurance: The Certificate of Insurance must state that it covers snow plowing and removal operations in the City of Newton. All vehicles to be used for snow plowing in Newton must be listed on the certificate. **The City of Newton must be named as an additional insured.**

Worker's Compensation Insurance: Worker's Compensation Insurance must be provided in any instance where an employee of the Contractor will operate a piece of equipment. For purposes of City snowplow contracts, the "Contractor" is the person who has entered into a contract with the City and an employee generally includes anyone other than the Contractor who will be operating snow plow/hauling equipment. As a general rule, Worker's Compensation insurance will be required except where the Contractor is a sole proprietorship and uses only one piece of equipment, or where the Contractor is a partnership and only partners operate equipment.

If the Contractor is a partnership, a partnership statement (form supplied by the City) must be signed, and all partners who will be operating snowplow equipment must sign an indemnification agreement (form supplied by the City). There are no other general exceptions to the requirement of Worker's Compensation insurance. Contractors are not permitted to hire subcontractors to perform services under the contract unless the City has agreed to this in writing by the Commissioner of Public Works and/or his designee or his designee, arrangements must be made in advance of any work. All subcontractors shall be subject to all the terms and conditions of the General Contractor (inspections, insurance, etc.).

Upon return of the completed forms, the Public Works Department will arrange to inspect your vehicles but the City reserves the right to reject equipment not required. The City will then draw up the contracts with equipment listed on your returned Equipment Rental forms. **No equipment shall be hired unless and until the Public Works Department has completed its inspection of the vehicles offered and an executed contract is on file.**

The prompt return of these vehicle listings; Indemnification Agreement and Affidavit of Ownership Form; Tax Attestation and Collusion Form; and Insurance Certificate is imperative so that the Public Works Department may make the necessary Yard assignments prior to the snow season.

Municipalities in Massachusetts are not required by law to carry out public bidding for contracts for snowplow services. Interested vendors should take note that the provisions of the bidding laws DO NOT APPLY to this Quote. In order to obtain the service with the highest value, the City of Newton has voluntarily undertaken this competitive Quote. The City also reserves the right to engage in negotiations with CONTRACTOR(S) after the bids are opened.

Sincerely,
Re Cappoli,
Chief Procurement Officer
September 10, 2009

CITY OF NEWTON
DEPARTMENT OF PUBLIC WORKS
SPECIFICATIONS FOR CONTRACTED SNOW PLOWING EQUIPMENT

Municipalities in Massachusetts are not required by law to carry out public bidding for contracts for snowplow services. Interested vendors should take note that the provisions of the bidding laws DO NOT APPLY to this Quote. In order to obtain the service with the highest value, the City of Newton has voluntarily undertaken this competitive Quote. The City also reserves the right to engage in negotiations with CONTRACTOR(S) after the bids are opened.

The Commissioner of Public Works or their designee will contact all responsive and responsible vendors meeting the terms set forth in this agreement to schedule a time and place for vehicle inspections.

I. INTRODUCTION

The City of Newton intends to contract for snow plowing equipment on an hourly basis both for normal snow plowing and snow removal. To facilitate the snow removal efforts, the Public Works Department has established snowplowing routes and has evaluated the number and type of equipment needed by each route. Once contracted, equipment will be assigned to a specific route during all normal plowing operations.

The rates for snow plowing equipment have been established and are attached hereto

II. RESPONSIBILITIES OF CONTRACTORS

- A. Equipment contracted for must be available seven days a week, 24-hours per day, including holidays, the need for each piece of equipment, contracted for, will be determined by the Commissioner of Public Works or his designee, and must be capable of responding within one hour of notification to report. Only vehicles and equipment responding within the allotted notification period shall be paid for call-out time pursuant to Sec. VI.
- B. Upon execution of contract, each piece of equipment contracted for plowing operations will be assigned by the Department of Public Works to a particular route. Streets on all routes are to be plowed in the sequence designated by the Commissioner of Public Works and/or his designee. It shall be the contractor's responsibility to become familiar and to familiarize any drivers, other than the contractor, with the route. Supervisory personnel of the Department of Public Works will be available to assist in this familiarization and to advise the contractor of any special conditions which may be encountered on the route.
- C. Vehicles Inspection
 - 1. The Contractor accepts full responsibility to schedule vehicle inspections at a City facility or at a location to be determined by the Commissioner of Public Works or their designee. The inspection will occur during a several week period designated by the City. Tentative plans are for this to occur between November 1 through December 1.
 - 2. All paperwork related to vehicle inspections shall be sent to Commissioner of Public Works or their designee at Newton City Hall, 1000 Commonwealth Ave., Newton Centre, MA 02459. The Commissioner of Public Works or their designee will subsequently contact responsive and responsible bidders to schedule the inspections. The contractor must schedule the inspections through the Commissioner of Public Works or their designee, either in writing or by calling (617) 796-1481. The inspections will take place Monday through Friday at the discretion of Commissioner of Public Works or their designee. Failure to schedule inspection shall be deemed to be solely the fault of the contractor. The City will not assume any responsibility or liability for failure of the contractor to have the vehicles inspected.
 - 3. The Vehicle at the time of inspection must fully meet all conditions set forth in this contract. The Contractor's plow must also pass inspection. If the equipment does not pass the inspection the first time, the contractor may modify the equipment and request a re-inspection or supply another piece of equipment after submitting necessary documentation to the Purchasing Agent and receiving authorization. However, in no event will a contractor be given a third opportunity to pass an inspection if either the original or the replacement equipment fails the second inspection.

- D. The contractor shall be responsible for all fuels, repairs and/or equipment necessary. Further, it shall be the Contractor's responsibility to assure equipment availability at all times during plowing operations. The City reserves the right to terminate a contract at any time for failure of equipment availability.
- E. Equipment called in must arrive at its designated check-in Point within one hour of being called, and must be ready to begin plowing operations upon its arrival.

Contracted plowing operations shall be performed as close to bare pavement as possible and all streets shall be widened to maximum width. All intersections shall be cleaned to their full widths. Care will be made not to pile snow on sidewalk corners, but pushed beyond the radii and equally distributed along the curb line. A plowing operation shall not be deemed complete until it has met the above standards to the approval of the appropriate City Snow Inspector or the Commissioner of Public Works and/or his designee.

- F. All plowing operations shall be continuous and shall be continued without interruption unless said interruption is authorized by the Commissioner of Public Works and/or his designee.
- G. In a normal plowing operation, work shall be completed to the standards described herein within six (6) hours of the cessation of snowfall, as described by the Commissioner of Public Works and/or his designee.

III. OPERATIONS

- A. A City Snow Inspector shall be assigned to supervise contracted equipment. Each City Snow Inspector shall be responsible for a designated group of routes. Planning operations shall be conducted in accordance with the direction of said agent and with the standards described herein. In no instance shall a plowing operation be deemed complete until said City Snow Inspector has approved it.
- B. Equipment must check in and check out from its designated assignment location. Equipment must arrive fully fueled and ready to initiate plowing operations.
- C. Each piece of contracted equipment shall carry an identification plate provided by the Department of Public Works. Such identification shall be affixed to the appropriate vehicle throughout the contract period.

IV. EQUIPMENT SPECIFICATIONS

- A. The Equipment furnished under this contract must be in accordance with the following specifications and fully comply with any and all applicable Motor Vehicles Laws of the Commonwealth of Massachusetts including showing a valid Massachusetts State Registration.
- B. All equipment must be in excellent condition, smooth running at operating levels, clean inside and out and under the hood, with evidence of proper maintenance and inspection.
- C. The City reserves the right to reject any piece of equipment that does not pass City administered inspection and road tests and comply fully with this specification at any time during the term of the contract.
- D. The bid price shall include the cost of furnishing the operator, insurance, repairs, ballast, chains, fuel, oil, lubricants, and all other costs related to the operation of the equipment.
- E. Any additional types of equipment proposed for use under this contract must meet requirements and criteria as herein established and must also be individually approved by the Commissioner of Public Works and/or his designee.
 - 1. Each piece of equipment will have one set of tire chains for each vehicle
 - 2. Rotary-type light with a yellow/amber lens visible for 360 degree around for each vehicle
 - 3. Ballast as supplied by the contractor
 - 4. Plow unit must have an automatic tripping device as to protect manholes and other protrusions above the top of the pavement

5. All electrical and mechanical systems to be in excellent operating condition

- F. Equipment will be contracted on the basis of the hourly rates specified for each specific type of equipment. For this purpose, equipment will be classified in accordance with Attachment A, Snow Plowing/Hauling Maximum Acceptance Rates.

During plowing operations all front-end loaders and backhoe/loaders shall be equipped with plow blades unless assigned specific tasks for which the bucket will suffice.

The Commissioner of Public Works and/or his designee or his agent shall make the final decision as to trucks and equipment sizes and categories, blade measurements and bucket capacities.

V. PLOWING REQUIREMENTS

- A. Plow streets from the center and to the curb or edge of pavement.
- B. Snow from the intersections must be plowed parallel to the curbs so that no snow remains in the intersection. Intersections must be curved and snow deposited on tangent sections of streets beyond curved radii.
- C. Do not turn around in private driveways.
- D. Plow at a speed which is sufficient to move the snow, but not excessive.
- E. Plow with a loose hoisting chain so plow rides on casters.
- F. Plow all streets the full width of pavement.
- G. **One-Way Streets**
One-way streets shall be plowed to each curb. That is, the operator shall plow the left side of the centerline of the street to the left side and plow the right side of the centerline to the right side, and at no time shall the contractor's operator plow a one-way street the wrong way against traffic pattern without the express permission of the Commissioner of Public Works and/or his designee.
- H. **Plowing Dead End Streets**
The contractor's driver shall not push snow into the end of a dead end street. Near the end of a dead end, he shall pick up the plow blade, proceed to the end of the street, drop the blade and pull the snow back from the end of the street far enough so that he can turn around and push the snow out from the end of the street.
- I. **Blocked Streets**
If a street is blocked, the contractor's driver shall make every attempt to bypass the blockage. If unable to bypass the blockage, the driver shall immediately inform the Control Center or Chaser of the blockage. If the blockage is removed within a reasonable time, the contractor will then plow the Street.
- J. **Intersections**
The contractor must assume responsibility to ensure that the intersections and curb radii are properly cleared, with no residual snow left remaining in the intersection.
- K. **Intersection Corners.**
Snow left at intersection corners is to be no more than normal residual on the side of the road.
- L. **Snow Pack.**
It is not acceptable to leave snow pack of any depth along city streets after the passing of a CONTRACTOR plow.

VI. GENERAL CONDITIONS

- A. The workday runs from 12:01 a.m., to 12:00 midnight.
- B. Hauled Snow shall be transported to a location specified by the Commissioner of Public Works or his designee.
- C. In addition to the hours actually worked by motor trucks, graders, loaders or other equipment at plowing only, the City will pay one (1) hour total report allowance for each call out. Only those vehicles and equipment reporting to the assigned division within one (1) hour of the first time called will receive this one (1) hour pay allowance.
- D. Rental time for plowing shall be figured from time punched in on City time clock to time punched out or authorized completion of plowing or hauling schedule. Hauling time will be figured from time punched in to time punched out with an allowance of fifteen (15) minute grace period prior to and following scheduled City workday to allow for checking in and out. Payment due for hours worked will be computed to the nearest quarter hour.
- E. No time shall accrue and no payment shall be made for any time a vehicle or piece of equipment is not performing its assigned task, regardless of reason.
- F. Certificates of Insurance covering Workmen's Compensation must be submitted covering dates of contract. Workmen's Compensation is required as described below:
 - (1) All lessors of two (2) or more pieces of equipment must have Workmen's Compensations Insurance.
 - (2) When lessor offers but (1) piece of equipment and proposes to operate the equipment personally, Workmen's Compensation is not required.
- G. The City of Newton shall be named as additional insured on certificate of insurance. The Contractor shall defend, indemnify and hold harmless the City, its agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance or work called for under this contract, provided that any such claim, damage, loss, or expense (1) is attributable to bodily injury, sickness, disease, or death, or to any injury to or destruction of tangible property including the loss of use resulting there from, and (2) is caused in whole or in part by any act or omission of the contractor, anyone directly or indirectly employed by the Contractor, or anyone for whose acts the Contractor may be liable, regardless of whether or not it is caused in part by the party indemnified hereunder.
- H. Certificates of insurance for automobile liability coverage must be submitted showing coverage for the contract period as follows: (all vehicles must be listed on the Insurance Certificate).

WORKER'S COMPENSATION

Worker's Compensation: Per M.G.L. c.. 149, s. 34 and c.. 152 as amended

Automobile Liability: (all vehicles, by description and MA registration number, must be listed on the insurance certificate).

Bodily Injury - \$500,000.00 per person
\$500,000.00 per accident

Property Damage - \$100,000.00 per accident / \$300,000 aggregate
(Such insurance must include coverage for hired or borrowed vehicles and non-ownership liability)

General Liability: (including completed operation coverage).
\$500,000 per occurrence
\$500,000 per aggregate

The City of Newton shall be named as additional insured on the general liability policies.

PLEASE NOTE: REPAIR plates can not be used for registration of vehicles used under this contract.

- I. U.S. Department of Transportation (DOT) regulations (Federal Register 49 CFR Part 382) regarding drug and alcohol abuse in the workplace must be complied with.
- J. No payment will be made until approved contracts are on file with the Public Works Department and Comptroller of Accounts.
- J. It shall be the responsibility of the owner of all hired vehicles to see that all operators of such vehicles and equipment are properly licensed under existing state laws and regulations.
- K. It is the responsibility of the contractor to keep the insurance and registration of a vehicle current during the life span of the contract. Registration changes shall be reported to the Purchasing Department.
- L. All trucks and equipment listed must be available at all times for both plowing and hauling unless specifically stated otherwise.

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CITY OF NEWTON SNOW PLOWING/HAULING MAXIMUM ACCEPTANCE

10 WHEEL TRUCKS AND TRIAXLES

PLOWING RATES PER HOUR

ALL 10 WHEELERS AND TRIAXLES MINIMUM 10' BLADE	\$ 115.00
6 WHEEL TRUCKS (OVER 26,001 GVWR) MINIMUM OF 9' BLADE	\$ 110.00
6 WHEEL TRUCKS (UNDER 26,001 GVWR) MINIMUM OF 9' BLADE	\$ 89.00
6 WHEEL TRUCKS (UNDER 26,001 GVWR) MINIMUM OF 7.5' BLADE	\$ 84.00
4 WHEEL TRUCKS AND JEEP VEHICLES MINIMUM OF 7.5' BLADE	\$ 79.00
GRADERS WITH WING PLOW	\$126.00
GRADERS WITHOUT WING PLOW	\$ 115.00
BOBCAT	\$ 68.00

BACKHOE/FRONT END LOADERS (TIRE MOUNTED) HOURLY RATES W/PLOW

BACKHOE/LOADERS 1-2 CUBIC YARD LOADERS	\$ 115.00
OVER 2 C.Y. TO 3 ½ C.Y. LOADERS	\$ 126.00
OVER 3 ½ C.Y. LOADERS	\$ 136.00

SNOW REMOVAL AND HAULING RATES PER HOUR

10 WHEELERS	\$ 89.00
TRIAXLES	\$ 94.00
TRAILER DUMPS	\$105.00
BOBCAT	\$ 68.00
BACKHOE/LOADERS 1-2 CUBIC YARD LOADERS	\$115.00
OVER 2 C.Y. TO 3 ½ C.Y. LOADERS	\$126.00
OVER 3 ½ C.Y. LOADERS	\$136.00
BULLDOZERS	
A. D-4 or Equal To	\$ 94.00
B. D-6 or Equal To	\$115.00
C. D-7 or Equal To	\$126.00

CONTRACTOR: _____

Contract # C-_____

ADDRESS: _____

TELEPHONE NO: _____

<p align="center">“2009-2010” SCHEDULE OF TRUCKS AND EQUIPMENT FOR SNOW PLOWING & HAULING SERVICES</p>

No. 1

Manufacturer: _____

Model/Type: _____

Year: _____ VIN# _____

GVWR: _____

OF WHEELS: _____

BLADE SIZE (FEET) _____

BUCKET/DUMP SIZE (CY) _____

CITY PLATE # PROVIDED BY DPW: _____

HOURLY RATE FOR PLOWING: _____

No. 2

Manufacturer: _____

Model/Type: _____

Year: _____ VIN# _____

GVWR: _____

OF WHEELS: _____

BLADE SIZE (FEET) _____

BUCKET/DUMP SIZE (CY) _____

CITY PLATE # PROVIDED BY DPW: _____

HOURLY RATE FOR PLOWING: _____

No. 3

Manufacturer: _____

Model/Type: _____

Year: _____ VIN# _____

GVWR: _____

OF WHEELS: _____

BLADE SIZE (FEET) _____

BUCKET/DUMP SIZE (CY) _____

CITY PLATE # PROVIDED BY DPW: _____

HOURLY RATE FOR PLOWING: _____

No. 4

Manufacturer: _____

Model/Type: _____

Year: _____ VIN# _____

GVWR: _____

OF WHEELS: _____

BLADE SIZE (FEET) _____

BUCKET/DUMP SIZE (CY) _____

CITY PLATE # PROVIDED BY DPW: _____

HOURLY RATE FOR PLOWING: _____

Inspected and approved by: _____, Superintendent of Equipment or designee	_____ Date
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CONTRACTOR:_____

Contract #C_____

ADDR:_____

TELEPHONE NO:_____

<p align="center">“2009-2010” SCHEDULE OF TRUCKS AND EQUIPMENT FOR SNOW PLOWING & HAULING SERVICES</p>

No. 5

Manufacturer:_____

Model/Type:_____

Year:_____VIN#_____

GVWR:_____

OF WHEELS:_____

BLADE SIZE (FEET)_____

BUCKET/DUMP SIZE (CY)_____

CITY PLATE # PROVIDED BY DPW:_____

HOURLY RATE FOR PLOWING:_____

No. 7

Manufacturer:_____

Model/Type:_____

Year:_____VIN#_____

GVWR:_____

OF WHEELS:_____

BLADE SIZE (FEET)_____

BUCKET/DUMP SIZE (CY)_____

CITY PLATE # PROVIDED BY DPW:_____

HOURLY RATE FOR PLOWING:_____

No. 6

Manufacturer:_____

Model/Type:_____

Year:_____VIN#_____

GVWR:_____

OF WHEELS:_____

BLADE SIZE (FEET)_____

BUCKET/DUMP SIZE (CY)_____

CITY PLATE # PROVIDED BY DPW:_____

HOURLY RATE FOR PLOWING:_____

No. 8

Manufacturer:_____

Model/Type:_____

Year:_____VIN#_____

GVWR:_____

OF WHEELS:_____

BLADE SIZE (FEET)_____

BUCKET/DUMP SIZE (CY)_____

CITY PLATE # PROVIDED BY DPW:_____

HOURLY RATE FOR PLOWING:_____

Inspected and approved by:_____, Superintendent of Equipment or designee

Date

INDEMNIFICATION AGREEMENT

Date: _____

Should _____, hereinafter called the "Contractor" perform snow removal services for the City of Newton during the 2009 - 2010, winter season. The Contractor in consideration for the opportunity to perform such services hereby agrees to defend, indemnify and hold harmless the City, its agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of such work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, and (2) is caused in whole or in part by any act or omission of the Contractor or anyone for whose acts the Contractor may be liable, regardless of whether or not it is caused in part by the party indemnified hereunder.

Witness

Contractor

AFFIDAVIT

Date: _____

_____ hereby certifies that all equipment listed on the attached schedule of equipment is
(Contractor)

owned or leased by the Contractor and insured by the Contractor for use during the snow removal operations and that no equipment other than those pieces which appear on the attached schedule shall be used by _____, in performance of snow removal work for the City of Newton without the City's prior approval.

Witness

Contractor

ATTESTATION

Pursuant to MG c. 62C, § 49A, the undersigned acting on behalf of the Contractor, certifies under the penalties of perjury that, to the best of the undersign's knowledge and belief, the Contractor is in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.*

**Signature of Individual
or Corporate Contractor (Mandatory)

*** Contractor's Social Security Number
(Voluntary) or Federal Identification Number

By: _____
Corporate Officer
(Mandatory, if applicable)

Date: _____

* The provision in the Attestation relating to child support applies only when the Contractor is an individual.

** Approval of a contract or other agreement will not be granted unless the applicant signs this certification clause.

*** Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the authority of GL c. 62C, § 49A.

CERTIFICATE OF NON-COLLUSION

Date: _____

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee club, or other organization, entity, or group or individuals.

Witness

Contractor

CONTRACT FORMS

The awarded bidder will be required to complete and submit the following documents in order to execute a contract pursuant to this bid.

The forms are provided for informational purposes only.

None of the following forms are required at the time of bid submittal.

CONTRACT NO. C-
CITY OF NEWTON
PURCHASING DEPARTMENT

THIS AGREEMENT made ___ day of _____, in the year Two Thousand and Nine, by and between the CITY OF NEWTON, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, hereinafter referred to as the CITY, acting through its Chief Procurement Officer, but without personal liability to him, and

whereas the parties desire to enter into a contract for the rental of snow plowing and hauling equipment by the City for normal plowing and hauling operations.

WITNESSETH: That the parties hereto agree as follows:

GENERAL CONDITIONS

The Contractor agrees to provide the City with the snow plowing and hauling equipment hereinafter described in Schedule of Trucks and Equipment of this contract, for all City normal snow plowing and hauling operations in accordance with the pro-visions set forth below for the “2009 – 2010” winter season.

The equipment listed in Schedule of Trucks and Equipment will be available for use whenever normal plowing and hauling operations exist and when requested by the Commissioner of Public Works or his authorized agent.

RESPONSIBILITIES OF CONTRACTORS

Equipment contracted for must be available at all times, seven days a week, including holidays, and must be capable of responding within one hour of notification to report. Only vehicles and equipment responding within the allotted notification period shall be paid for call-out time pursuant to Sec. VIB.

Upon execution of a contract, each piece of equipment contracted for normal plowing operations will be assigned by the Department of Public Works to a particular route. Streets on all routes are to be plowed in the sequence designated by the Commissioner of Public Works. It shall be the contractor's responsibility to become familiar, and to familiarize any drivers other than the contractor, with the route. Supervisory personnel of the Department of Public Works will be available to assist in this familiarization and to advise the contractor of any special conditions which may be encountered on the route.

Equipment listed in Schedule of Trucks and Equipment shall be made available for inspection by the City.

At the time of inspection, the City shall evaluate the condition of the equipment and its compliance with the specifications of this contract. The City shall reserve the right to reject any equipment which it does not consider to be in a condition adequate to perform the work required or otherwise not to meet the specifications of this contract. At the time of inspection, the City shall record such information as it deems necessary to assure the identification of the equipment as that contracted.

The Contractor shall be responsible for all fuels, repairs, and/or equipment necessary. Further, it shall be the Contractor's responsibility to assure equipment availability at all times during plowing operations. The City reserves the right to terminate a contract at any time for failure of equipment availability. The decision of the Commissioner of Public Works shall be final.

Equipment called in must arrive at its designated check-in point within one hour of being called, and must be ready to begin plowing operations upon its arrival.

Contracted plowing operations shall be performed as close to bare pavement as possible and all streets shall be

widened to maximum width. All intersections shall be cleaned to their full widths. A plowing operation shall not be deemed complete until it has met the above standards to the approval of the Commissioner of Public Works.

All plowing operations shall be continuous, and shall be continued without interruption unless said interruption is authorized by the Commissioner of Public Works.

In a normal plowing operation, work shall be completed to the standards described herein within six (6) hours of the cessation of snowfall, as determined by the Commissioner of Public Works.

The six hours completion time described in Paragraph H is not to be construed as a guaranteed minimum of six hours of plowing or hauling.

Plow blades will be down when proceeding to and from assigned routes unless the pavement is bare from curb to curb.

OPERATIONS

An agent of the Commissioner of Public Works shall be assigned to supervise contracted equipment. Each agent shall be responsible for a designated group of routes. Planning operations shall be conducted in accordance with the direction of said agent and with the standards described herein. In no instance shall a plowing operation be deemed complete until it has been approved by said agent.

Equipment must check in and check out from its designated assignment location. Equipment must arrive fully fueled and ready to initiate plowing operations.

Ballast will be provided by the City. However, a \$ 200 charge will be imposed if ballast is not deposited at the cessation of plowing operations at the location at which it was provided.

Each piece of contracted equipment shall carry an identification plate provided by the Department of Public Works. Such identification shall be maintained in place throughout the contract period.

COMPENSATION

Compensation shall be made on the basis of hourly rates for classes of equipment as set forth in Schedule of Trucks and Equipment of this contract.

EQUIPMENT

Equipment provided shall be that listed in Schedule of Trucks and Equipment and inspected by the City in accordance with paragraph II C, above.

When directed, trucks shall be equipped with chains at time of arrival and throughout the performance of plowing operations.

In order to determine the hourly compensation rate for the equipment listed in Schedule of Trucks and Equipment, equipment will be classified as in attached schedule of Snow Plowing/Hauling Rates.

During plowing operations, all front-end loaders and backhoe/ loaders shall be equipped with plow blades unless assigned specific tasks for which the bucket will suffice.

The final decision as to trucks and equipment sizes and categories, blade measurements and bucket capacities shall be made by the Commissioner of Public Works or his agent.

The City reserves the right to reject any equipment as inadequate due to condition or type.

GENERAL CONDITIONS

The workday runs from 12:01 a.m. to 12:00 midnight.

In addition to the hours actually worked by motor trucks, graders, loaders or other equipment at plowing only, the city will

pay one (1) hour total report allowance for each call out. Only those vehicles and equipment reporting to the assigned division within one (1) hour of the first time called will receive this one (1) hour pay allowance.

Rental time for plowing shall be figured from time punched in on City time clock to time punched out or authorized completion of plowing or hauling schedule. Hauling time will be figured from time punched in to time punched out with an allowance of fifteen (15) minute grace period prior to and following scheduled City work day to allow for checking in and out. Payment due for hours worked will be computed to the nearest quarter hour.

No time shall accrue and no payment shall be made for any time a vehicle or piece of equipment is not performing its assigned task, regardless of reason.

Certificates of Insurance covering Workmen's Compensation must be submitted covering dates of contract. Workmen's Compensation is required as described below:

All lessors of two (2) or more pieces of equipment must have Workmen's Compensation Insurance.

When lessor offers but one (1) piece of equipment, but employs a driver to operate the equipment. Workmen's Compensation is required.

When a lessor offers but one (1) piece of equipment and proposes to operate the equipment personally, Workmen's Compensation is not required.

Certificates of Insurance for Automobile Liability coverage must be submitted showing coverage for the contract period as follows: (All vehicles must be listed on the insurance certificates).

Bodily Injury: \$250,000 ea. occurrence, \$500,000 aggregate.

Property Damage: \$50,000 ea. occurrence, \$50,000 aggregate.

City of Newton Named Additional Insured.

The Contractor shall defend, indemnify and hold harmless the City, its agents and employees from and against all claims, damages, losses and expenses, including attorney's fees arising out of or resulting from the performance of the work called for under this contract, provided that any such claim, damage, loss or expense

(1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, and (2) is caused in whole or in part by any act or omission of the Contractor, anyone directly or indirectly employed by the Contractor, or anyone for whose acts the Contractor may be liable, regardless of whether or not it is caused in part by the party indemnified hereunder.

MINIMUM WAGE RATES and HEALTH and WELFARE and PENSION FUND CONTRIBUTIONS as determined by the Commissioner of Labor and Industries under the provisions of the Massachusetts General Laws, Chapter 149, Sections 26 to 27D, inclusive, as amended, must be complied with.

It shall be the responsibility of the owner of all hired vehicles to see that all operators of such vehicles and equipment are properly licensed under the existing state laws and regulations.

It is the responsibility of the contractor to keep the insurance and registration of a vehicle current during the life span of this contract. Registration changes shall be reported to the Purchasing Department.

All trucks and equipment listed must be available at all times for both plowing and hauling unless specifically stated otherwise.

This contract may be cancelled if, in the opinion of the City, the Contractor has failed to comply with all the provisions of this contract.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed under seal the day and year first above written.

CONTRACTOR

CITY OF NEWTON

By _____
Title _____

Date _____

Affix Corporate Seal Here

No City monies are obligated by this contract. No deliveries are to be made except on Shipping

The City shall only be obligated to pay for further work beyond that covered by the encumbered amount recited above upon written orders issued by the City under the contract, each of which must have the certification of the Comptroller of Accounts that an appropriation is available therefore

By _____
Comptroller of Accounts

Date _____

By _____
Chief Procurement Officer

Date _____

By _____
Commissioner of Public Works

Date _____

Approved as to Legal Form and Character

By _____
Associate City Solicitor

Date _____

CONTRACT AND BONDS APPROVED

By _____
David B. Cohen, Mayor

Date _____

CERTIFICATE OF AUTHORITY - CORPORATE

1. I hereby certify that I am the Clerk/Secretary of _____
(insert full name of Corporation)
2. corporation, and that _____
(insert the name of officer who signed the **contract and bonds.**)
3. is the duly elected _____
(insert the title of the officer in line 2)
4. of said corporation, and that on _____
(insert a date that is ***ON OR BEFORE*** the date the officer signed the **contract and bonds.**)

at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors were present or waived notice, it was voted that

5. _____ the _____
(insert **name** from line 2) (insert **title** from line 3)

of this corporation be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

6. ATTEST: _____ *AFFIX CORPORATE*
(Signature of **Clerk or Secretary**)* *SEAL HERE*
7. Name: _____
(Please print or type name in line 6)*
8. Date: _____
(insert a date that is ***ON OR AFTER*** the date the officer signed the **contract and bonds.**)

The name and signature inserted in lines 6 & 7 must be that of the Clerk or Secretary of the corporation.